

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TEXARKANA DIVISION**

PANTECH CORPORATION and  
PANTECH WIRELESS, LLC,

Plaintiffs,

v.

ONEPLUS TECHNOLOGY (SHENZHEN)  
CO., LTD.,

Defendant.

Civil Action No. 5:22-cv-00069-RWS

---

**JOINT MOTION TO REDACT THE TRIAL TRANSCRIPTS  
(DKT. 430, 432, 434)**

Pursuant to the Court’s Notices of Filing of Official Transcripts (Dkt. 430, 432, 434), Plaintiffs Pantech Corporation and Pantech Wireless, LLC (“Pantech”) and Defendant OnePlus Technology (Shenzhen) Co., Ltd. (“OnePlus”) jointly move to redact certain confidential information contained in the Public Trial Transcripts (Dkt. 430, 432, 434), dated from October 15, 2024 to October 17, 2024. The parties’ proposed redactions are described below and further outlined in Exhibits A–C.

Good cause exists for these redactions. The proposed redactions cover portions of the public Trial Transcripts that relate to the following four categories of confidential information, including information that the Court has found good cause to maintain under seal (*see, e.g.*, Dkt. 289, Dkt. 239):

- 1. Confidential business information regarding Pantech’s and OnePlus’s license agreements / Confidential business information regarding agreements entered into by Pantech or a Prior Patent Owner.** The Parties seek redaction of certain confidential information related to agreements entered into by Pantech, OnePlus, or a prior owner of the Asserted Patents. The information in these agreements does not belong solely to the Parties but also to the third parties who

are parties to the agreements (in certain instances, neither Pantech or OnePlus are a party to the agreement). These agreements have not been publicly disclosed and, indeed, many of the agreements contain confidentiality provisions explicitly prohibiting public disclosure of the agreements or terms thereof. Moreover, the Parties have preserved the confidentiality of these agreements, by for example, marking these agreements as “Attorney’s Eyes Only” under the Protective Order. The confidential information in these agreements has economic value and the parties to the agreements have legitimate, competitive and business interests in preventing public disclosure. *See Erfindergemeinschaft Uropep GbR v. Eli Lilly & Co.*, No. 2:15-cv-1202, Docket No. 192 at 5 (E.D. Tex. Feb. 1, 2017) (noting that confidential license information is a “categor[y] of information” that is “entitled to protection from disclosure.”). Furthermore, the Court has permitted the parties to redact and/or seal confidential business information regarding license agreements with third parties. *See, e.g.*, Dkt. 298 at 6 (allowing redaction for OnePlus’s confidential licensing information in Tr. 718:1–9 (Mar. 27, 2024)); Dkt. 289 at 1–2; Dkt. 239. The Parties have also endeavored to redact as little information as possible regarding the agreements. Therefore, good cause exists to redact portions of the public Trial Transcripts that relate to or discuss those agreements.

The portions of the transcripts that the Parties seek to seal under this category are as follows:

- [Dkt. 430, Day 1]: 9:2, 9:3, 12:7, 12:23-24, 190:2-4, 195:24, 196:1, 196:8, 196:14, 196:16, 196:20, 196:24, 197:10, 197:15, 197:17, 198:3, 198:7, 198:12, 259:15, 259:16, 261:3, 261:15, 261:16, 262:11.
- [Dkt. 432, Day 2]: 380:16, 383:2, 389:22, 389:24-25, 393:18, 395:3, 395:7, 395:11, 395:12, 395:14-15, 395:19-20, 395:21, 396:10, 396:11, 396:19.
- [Dkt. 434, Day 3]: 420:1, 424:10-11, 424:14, 424:21, 425:10, 425:16, 444:19, 444:25, 473:11-12, 473:14-18, 473:21-23, 475:25, 477:1-2, 477:4, 477:5-7, 477:10-11, 477:13-14, 477:20, 477:22, 477:23, 478:1, 481:17, 481:18, 481:24-25, 482:5-6, 482:15, 484:3, 484:7-12, 484:14-15, 485:1, 485:10-14, 485:17, 485:22, 485:25, 486:3-9, 486:14, 487:3, 487:8, 487:11, 487:13, 488:7, 490:10, 490:24-25, 491:17-18, 492:4, 492:5-6, 492:8-9, 492:10, 492:11-12, 492:17-18, 492:18-19, 493:1, 493:2, 493:3-4, 493:10, 493:22, 496:9, 496:10, 502:3, 505:14, 505:15, 505:16.

2. **Confidential information regarding patent acquisition.** Pantech seeks to redact information disclosing the amount paid by Pantech Corp. and Pantech Wireless to acquire the patents portfolios that include the patents in suit. The information in these agreements does not belong solely to Pantech but also to the third parties who assigned the patents. The amounts paid have not been publicly disclosed. Like confidential information in license agreements, these amounts have economic value and the parties to the acquisition agreements have legitimate, competitive and business interests in preventing public information. *See, e.g., Erfindergemeinschaft Uropep GbR v. Eli Lilly & Co.*, No. 2:15-cv-1202, Docket No. 192 at 5 (E.D. Tex.

Feb. 1, 2017) (noting that confidential license information is a “categor[y] of information” that is “entitled to protection from disclosure.”). Pantech’s proposed redactions are narrowly limited to the amounts, and not to the discussion of acquisitions generally.

The portions of the transcripts that the Parties seek to seal under this category are as follows:

- [Dkt. 430, Day 1]: 213:21, 213:24, 214:3, 214:9, 214:12, 214:13, 214:14, 214:19.

3. **Confidential sensitive licensing strategy information.** OnePlus seeks to redact information that constitutes confidential sensitive licensing strategy information. The Court found good cause to seal trial exhibits containing confidential negotiation correspondence between the parties that reflects sensitive licensing strategy information. Dkt. 289 at 1–2. Accordingly, there is good cause to redact portions of the Trial Transcripts that implicate OnePlus’s licensing strategy. *See Blue Yonder Grp., Inc. v. Kinaxis, Inc.*, No. 3:20-CV-03636-K, 2024 WL 4593005, at \*27 (N.D. Tex. Oct. 28, 2024) (sealing licensing strategy information).

The portions of the transcripts that the Parties seek to seal under this category are as follows:

- [Dkt. 432, Day 2]: 330:13-23
- [Dkt. 434, Day 3]: 471:7-8, 471:11-21, 471:24

4. **Confidential information regarding OnePlus’s sales and financial information.** OnePlus seeks to redact confidential information relating to OnePlus’s sales and financial information. The Court has found good cause to seal OnePlus’s confidential sales and financial information *See, e.g.*, Dkt.298 at 5 (sealing information relating to OnePlus’s sales at Tr. 665:11–15 (Mar. 27, 2024)). Accordingly, there is good cause to redact portions of the Trial Transcripts that reflect such information, even if such information was collected and/or compiled by the International Data Corporation (“IDC”) . *See Apple, Inc. v. Samsung Elecs. Co.*, No. 11-CV-01846-LHK, 2013 WL 3855529, at \*2 (N.D. Cal. July 24, 2013) (sealing data and analysis from the IDC relating to the telecommunications market).

The portions of the transcripts that the Parties seek to seal under this category are as follows:

- [Dkt. 430, Day 1]: 9:23, 10:10-16, 11:5-6, 197:1-3

The Parties’ proposed redactions to the Trial Transcripts, as outlined in Exhibits A-C, are tailored as narrowly as possible to avoid disclosure of confidential information. Furthermore, the

Parties' interest in preserving confidentiality of the information outweighs the any public interest in access.

For the foregoing reasons, the Parties request that the Court grant this motion to redact the public Trial Transcripts, as proposed in Exhibits A-C. The Parties further request that the sealed Trial Transcripts remain under seal, at least until further guidance is provided by the Court.

Dated: November 7, 2024

By: /s/ James A. Fussell, III  
Geoffrey Culbertson  
Kelly Tidwell  
PATTON TIDWELL & CULBERTSON, LLP  
2800 Texas Blvd. (75503)  
Post Office Box 5398  
Texarkana, TX 75505-5398  
(P) (903) 792-7080  
(F) (903) 792-8233  
gpc@texarkanalaw.com  
kbt@texarkanalaw.com

James A. Fussell, III  
Jamie B. Beaber  
Alan M. Grimaldi  
Saqib J. Siddiqui  
Tiffany A. Miller  
Baldine Paul  
Clark S. Bakewell  
Tariq Javed  
Seth W. Bruneel  
Courtney Krawice  
MAYER BROWN LLP  
1999 K Street, N.W.  
Washington D.C. 20006  
(202) 263-3000  
jfussell@mayerbrown.com  
jbeaber@mayerbrown.com  
agrimaldi@mayerbrown.com  
ssiddiqui@mayerbrown.com  
tmiller@mayerbrown.com  
bpaul@mayerbrown.com  
cbakewell@mayerbrown.com

tjaved@mayerbrown.com  
sbruneel@mayerbrown.com  
ckrawice@mayerbrown.com

Graham (Gray) M. Buccigross  
MAYER BROWN LLP  
Two Palo Alto Square, Suite 300  
3000 El Camino Real  
Palo Alto, CA 94306  
(650) 331-2000  
gbuccigross@mayerbrown.com

Gregory J. Apgar  
MAYER BROWN LLP  
1221 Avenue of the Americas  
New York, NY 10020  
(212) 506-2500  
gapgar@mayerbrown.com

Luiz Miranda  
MAYER BROWN LLP  
71 S. Wacker Drive  
Chicago, IL 60606  
(312) 782-0600  
lmiranda@mayerbrown.com

*Counsel for Plaintiffs Pantech Corporation and  
Pantech Wireless, LLC*

/s/ Christopher J. Gass

David M. Airan (lead counsel)

Wesley O. Mueller

Robert T. Wittmann

Paul J. Filbin

Leonard Z. Hua

Christopher J. Gass

John K. Winn

Nicole Kopinski

Pei Chen

Michael J. Schubert

James W. Sanner

LEYDIG, VOIT & MAYER, LTD.

Two Prudential Plaza

180 N. Stetson Ave., Suite 4900

Chicago, IL 60601

(312) 616-5600  
dairan@leydig.com  
wmueller@leydig.com  
bwittmann@leydig.com  
pfilbin@leydig.com  
lhua@leydig.com  
cgass@leydig.com  
jwinn@leydig.com  
nkopinski@leydig.com  
rchen@leydig.com  
mschubert@leydig.com  
jsanner@leydig.com

Richard L. Rainey  
Peter A. Swanson  
Kevin B. Collins  
Justin W. Burnam  
COVINGTON & BURLING LLP  
One CityCenter  
850 Tenth Street NW  
Washington, DC 20001  
Telephone: (202) 662-5565  
Facsimile: (202) 778-5565  
RRainey@cov.com  
PSwanson@cov.com  
KCollins@cov.com  
JBurham@cov.com

G. Blake Thompson  
State Bar No. 24042033  
Blake@TheMannFirm.com  
MANN | TINDEL | THOMPSON  
112 E. Line Street, Suite 304  
Tyler, Texas 75702  
Telephone (903) 657-8540  
Facsimile (903) 657-6003

*Attorneys for Defendant  
OnePlus Technology (Shenzhen) Co., Ltd.*

**CERTIFICATE OF SERVICE**

I hereby certify that all counsel of record who are deemed to have consented to electronic service are being served on November 7, 2024 with a copy of this document via the Court's CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ James A. Fussell, III

James A. Fussell, III

**CERTIFICATE OF CONFERENCE**

The undersigned hereby certifies that pursuant to Local Rule CV-7(h), the parties conferred on this motion and they jointly agree to the filing of and relief sought by this motion.

/s/ James A. Fussell, III

James A. Fussell, III